

Laethem Equipment Company et al. v. Deere and Company  
E.D.Mich. No. 05cv10113

**Jury Verdict Form**

**I. LIABILITY ISSUES.**

**I-A. GENERAL.**

I-A-1. Do you find that Plaintiffs have proved by a preponderance of the evidence that Defendant Deere & Company breached any contract or breached any legal duty to Plaintiffs?

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is YES, go on to #I-A-2.

If your answer is NO, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson

SOURCE: M CIV JI 65.01–65.04

I-A-2. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from all of the claims by Plaintiffs?

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson

If your answer is NO, go on to #I-A-3.

SOURCE: M CIV JI 65.01–65.04

I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson

If your answer is NO, go on to #I-B.

SOURCE: M CIV JI 65.01–65.04

**I-B. MICHIGAN FARM UTILITY EQUIPMENT ACT**

I-B-1. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Company is a dealer as defined by the Michigan Farm & Utility Equipment Act ("MFUEA")?

Yes\_\_\_\_\_ No\_\_\_\_\_

If your answer is YES, go on to #I-B-2.

If your answer is NO, do not answer any further questions under I-B and go on to #I-C-1.

I-B-2. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. is a supplier as defined by MFUEA?

Yes\_\_\_\_\_ No\_\_\_\_\_

If your answer is YES, go on to #I-B-3.

If your answer is NO, do not answer any further questions under I-B and go on to #I-C-1.

I-B-3. Do you find that Plaintiffs have proven by a preponderance of the evidence that Plaintiffs and Deere & Co. had an agreement as defined by MFUEA?

Yes\_\_\_\_\_ No\_\_\_\_\_

If your answer is YES, go on to #I-B-4.

If your answer is NO, do not answer any further questions under I-B and go on to #I-C-1.

I-B-4. Do you find that Deere & Co. has proven by a preponderance of the evidence that Plaintiffs obtained the agreement by fraud?

Yes\_\_\_\_\_ No\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-B and go on to #I-C-1.

If your answer is NO, go on to #I-B-5.

I-B-5. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims under MFUEA by Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-B and to on to #I-C-1.

If your answer is NO, go on to #I-B-6.

I-B-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs under MFUEA were assigned to someone else other than Plaintiffs?

YES \_\_\_\_\_

NO \_\_\_\_\_

If your answer is YES, do not answer any further questions under I-B and to on to #I-C-1.

If your answer is NO, go on to #I-B-7.

I-B-7. Do you find that Plaintiffs have proven by a preponderance of the evidence that Deere & Co. terminated, canceled, failed to renew, or substantially changed the competitive circumstances of the agreement without good cause or failed to provide the dealer with 90 days prior written notice of termination, cancellation, nonrenewal, or substantial change in competitive circumstances for good cause unless the reason for termination, cancellation, or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors, bankruptcy, or material misrepresentation and falsification of records?

Yes \_\_\_\_\_

No \_\_\_\_\_

If your answer is YES, go on to #I-C-1.

If your answer is NO, go on to #I-C-1.

**I-C. BREACH OF CONTRACT**

I-C-1. Do you find that Defendant Deere & Company has proven by a preponderance of the evidence that Plaintiffs Michael Laethem or Mark Laethem obtained the Deere Dealer Agreements in 1994 by misrepresenting the ownership of Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, do not answer any further questions under "I-C," and go to question I-D-1.  
If you answer NO, go on to the next question.

I-C-2. Do you find that Plaintiffs have proven by a preponderance of the evidence that there was a contract by mutual assent or a meeting of the minds on all the essential terms between Plaintiffs and Deere?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.  
If you answer NO, do not answer any further questions under "I-C," and go to question I-D-1.

I-C-3. Do you find that Defendant Deere & Company has proven by a preponderance of the evidence that Laethem Equipment Company and Laethem Farm Service Company voluntarily cancelled the contracts with Deere & Co.?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, do not answer any further questions under "I-C," and go to question I-D-1.  
If you answer NO, go on to the next question.

I-C-4. Do you find that Defendant Deere & Company has proven by a preponderance of the evidence that Plaintiffs materially breached the contract?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, do not answer any further questions under "I-C," and go to question I-D-1.  
If you answer NO, go on to the next question.

I-C-5. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims for breach of contract by Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-C and to on to #I-D-1.

If your answer is NO, go on to #I-C-6.

I-C-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for breach of contract were assigned to someone else other than Plaintiffs?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is YES, do not answer any further questions under I-B and to on to #I-D-1.

If your answer is NO, go on to #I-C-7.

I-C-7. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. materially breached the contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go onto the next question.

If you answer NO, do not answer any further questions under "I-C," and go to question I-D-1.

I-C-8. Do you find that Plaintiffs have proven by a preponderance of the evidence, that they suffered damages caused by Deere & Co. as a result of the breach?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go to question I-D-1.

If you answer NO go to question I-D-1.

**D. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS-  
Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)**

I-D-1. Do you find that Plaintiffs Laethem Equipment Company and Laethem Farm Service Co. have proven by a preponderance of the evidence that they had a business relationship or expectancy with Laethem Equipment Company and Laethem Farm Service Co. at the time of the claimed interference?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-2. Do you find that Plaintiffs have proven by a preponderance of the evidence that Laethem Equipment Company and Laethem Farm Service Co. had a business relationship or expectancy with Laethem Equipment Company and Laethem Farm Service Co. and the business relationship or expectancy had a reasonable likelihood of future economic benefit for Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-3. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. knew of the business relationship or expectancy at the time of the claimed interference?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-4. Do you find that Plaintiffs have proven by a preponderance of the evidence that at the time of the claimed interference, Defendant Deere & Co. intentionally interfered with the business relationship or expectancy?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-5. Do you find that Deere & Co. has proven by a preponderance of the evidence that it had a justification to interfere with the business relationship or expectancy?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, do not answer any further questions under "I-D," and go to question I-E-1.  
If you answer NO, go on to the next question.

I-D-6. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims of interference with the business relationship or expectancy by Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-D and to on to #I-E-1.

If your answer is NO, go on to the next question.

I-D-7. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims of interference with the business relationship or expectancy by Plaintiffs were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-D and to on to #I-E-1.

If your answer is NO, go on to the next question.

I-D-8. Do you find that Plaintiffs have proven by a preponderance of the evidence that at the time of the claimed interference Defendant Deere & Co. improperly interfered with the business relationship or expectancy?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-9. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co.'s improper conduct caused Laethem Equipment Company and Laethem Farm Service Co. to disrupt or terminate the business relationship or expectancy?



YES\_\_\_\_\_

NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

I-D-10. Do you find that Plaintiffs Laethem Equipment Company and Laethem Farm Service Co. have proven by a preponderance of the evidence that they were damaged as a result of Defendant Deere & Co.'s improper conduct?

YES\_\_\_\_\_

NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, go to question I-E-1.

**E. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS-  
Michael Laethem and Mark Laethem**

I-E-1. Do you find that Plaintiffs Michael Laethem and Mark Laethem have proven by a preponderance of the evidence that they had a business relationship or expectancy with Laethem Equipment Company and Laethem Farm Service Co. at the time of the claimed interference?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I-F-1.

I-E-2. Do you find that Plaintiffs Michael Laethem and Mark Laethem have proven by a preponderance of the evidence that they had a business relationship or expectancy with Laethem Equipment Company and Laethem Farm Service Co. and the business relationship or expectancy had a reasonable likelihood of future economic benefit for Plaintiffs Michael Laethem and Mark Laethem?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I-F-1.

I-E-3. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. knew of the business relationship or expectancy at the time of the claimed interference?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I-F-1.

I-E-4. Do you find that Plaintiffs have proven by a preponderance of the evidence that at the time of the claimed interference, Defendant Deere & Co. intentionally interfered with the business relationship or expectancy?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I.F.1.

I-E-5. Do you find that Deere & Co. has proven by a preponderance of the evidence that it had a justification to interfere with the business relationship or expectancy?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer YES, do not answer any further questions under "I-E," and go to question I-F-1.  
If you answer NO, go on to the next question.

I-E-6. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims of interference with the business relationship or expectancy by Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-E and to on to #I-F-1.

If your answer is NO, go on to the next question.

I-E-7. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims of interference with the business relationship or expectancy by Plaintiffs were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-E and to on to #I-F-1.

If your answer is NO, go on to the next question.

I-E-8. Do you find that Plaintiffs have proven by a preponderance of the evidence that at the time of the claimed interference Defendant Deere & Co. improperly interfered with the business relationship or expectancy?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I-F-1.

I-E-9. Do you find that Plaintiffs have proven by a preponderance of the evidence Defendant that Deere & Co.'s improper conduct caused Plaintiffs Michael Laethem and Mark Laethem to disrupt or terminate the business relationship or expectancy?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-E," and go to question I-F-1.

I-E-10. Do you find that Plaintiffs have proven by a preponderance of the evidence that Michael Laethem and Mark Laethem were damaged as a result of Defendant Deere & Co.'s improper conduct?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, go to question I-F-1.

**F. MICHIGAN UNIFORM TRADE SECRETS ACT-  
Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)**

I-F-1. Do you find that Plaintiffs have proven by a preponderance of the evidence that a trade secret existed?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-F," and go to question I-G-1.

I-F-2. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. acquired those secrets as a result of a confidential relationship?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-F," and go to question I-G-1.

I-F-3. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. used the secret information without the authorization of Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-F," and go to question I-G-1.

I-F-4. Do you find that Plaintiffs have proven by a preponderance of the evidence that they suffered harm as a direct and proximate cause of Deere & Co.'s use or disclosure of the Plaintiffs' trade secrets?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, go to question I-G-1.

I-F-5. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims for use or disclosure of the Plaintiffs' trade secrets?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-F and to on to #I-G-1.

If your answer is NO, go on to the next question.

I-F-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims of interference with the business relationship or expectancy by Plaintiffs were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-F and to on to #I-G-1.

If your answer is NO, go on to the next question.

**I-G. AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

I-G-1. Do you find that Plaintiffs have proven by a preponderance of the evidence that Kathryn Laethem had a fiduciary duty to Laethem Equipment Company and Laethem Farm Service Co.?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-G," and go to question I-H-1.

I-G-2. Do you find that Plaintiffs have proven by a preponderance of the evidence that Kathryn Laethem breached her fiduciary duties to Laethem Equipment Company and Laethem Farm Service Co.?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-G," and go to question I-H-1.

I-G-3. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. knew of the breach at the time a breach of fiduciary duty was committed?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-G," and go to question I-H-1.

I-G-4. Do you find that Plaintiffs have proven by a preponderance of the evidence that Defendant Deere & Co. intentionally participated in the breach by giving substantial assistance to Kathryn Laethem?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-G," and go to question I-H-1.

I-G-5. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims by Plaintiffs for breach of fiduciary duty?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-G and to on to #I-H-1.

If your answer is NO, go on to the next question.

I-G-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims for breach of fiduciary duty were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-F and to on to #I-H-1.

If your answer is NO, go on to the next question.



**H. MICHIGAN FRANCHISE INVESTMENT LAW (MFIL)**  
**Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)**

I-H-1. Do you find that Plaintiffs have proven by a preponderance of the evidence that Plaintiff and Deere & Co. had a written or oral contract or agreement?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-H," and go to Section II.

I-H-2. Do you find that Deere & Co. has proven by a preponderance of the evidence that Laethem Equipment Company or Laethem Farm Service Company obtained the agreement by fraud?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, do not answer any further questions under I-H and go to Section II.

If you answer NO, go on to #I-H-3.

I-H-3. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims by Plaintiffs under MFIL?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-H and to on to Section II.

If your answer is NO, go on to the next question.

I-H-4. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims under Michigan Franchise Investment Law were assigned to someone else other than Plaintiffs?

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is YES, do not answer any further questions under I-H and to on to Section II.

If your answer is NO, go on to the next question.

I-H-5. Do you find that Plaintiffs have proven by a preponderance of the evidence that under the agreement, Plaintiffs were granted the right to engage in the business of offering,

selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by Deere?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-H," and go to Section II.

I-H-6. Do you find that Plaintiffs have proven by a preponderance of the evidence that under the agreement, Plaintiffs were granted the right to engage in the business of offering, selling, or distributing goods or services substantially associated with Defendant Deere & Co.'s trademark, service mark, trade name, logotype, advertising, or other commercial symbol designating the franchisor or its affiliate?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-H," and go to Section II.

I-H-7. Do you find that Plaintiffs have proven by a preponderance of the evidence that Plaintiffs were required to pay, directly or indirectly, a franchise fee?

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer YES, go on to the next question.

If you answer NO, do not answer any further questions under "I-H," and go to Section II.

\*\*\*\*\*

## **II. DAMAGES ISSUES**

### **II-A. Discounted Lost Earnings- Plaintiff Michael Laethem**

[Categories of damages are taken from the Joint Final Pre-Trial Order, Section 10.] **II-A- 1. Has Plaintiff Michael Laethem proved by a preponderance of the evidence discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-A," and go to Part "II-B".  
If you answer **YES**, go on to the next question.

**II-A-2. Has Plaintiff Michael Laethem proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Michael Laethem's discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-A," and go to Part "II-B".  
If your answer is "**YES**," go to the next question.

**II-A-3. What is the amount of Michael Laethem's discounted lost earnings?**

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-A-4. Did Plaintiff Michael Laethem act reasonably to minimize his discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is "Yes," go to the next question.  
If your answer is "No," enter the amount of discounted lost earnings that could have been avoided if Michael Laethem acted reasonably:

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-A-5. Was the Plaintiff Michael Laethem the only cause of his discounted lost earnings?**

YES\_\_\_\_\_ NO:\_\_\_\_\_

If your answer is “**NO**,” do not answer any further questions under "II-A," and go to Part "II-B".  
If your answer is "**YES**," go to the next question.

**II-A-6. Using 100 percent as the total fault which proximately caused the damage to the plaintiff Michael Laethem's discounted lost earnings, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem  
\_\_\_\_\_ % (percent) Plaintiff Mark Laethem  
\_\_\_\_\_ % (percent) Plaintiff Laethem Equipment Company (LEC)  
\_\_\_\_\_ % (percent) Plaintiff Laethem Farm Service Company (LFSC)  
\_\_\_\_\_ % (percent) Katherine Laethem  
\_\_\_\_\_ % (percent) The Estate of Francis Laethem  
\_\_\_\_\_ % (percent) The Francis M. Laethem Trust  
\_\_\_\_\_ % (percent) Nancy Laethem Stern  
\_\_\_\_\_ % (percent) Joseph A. Laethem  
\_\_\_\_\_ % (percent) Carol A. Starling  
\_\_\_\_\_ % (percent) Mary Laethem Vinckier  
\_\_\_\_\_ % (percent) Defendant Deere & Company  
\_\_\_\_\_ % (percent) Others

SOURCE: MCL 600.6304  
*Greenwich v. Hogan*, 351 F.Supp.2d 736 (W.D. Mich. 2004)

**II-B. Discounted Lost Earnings- Plaintiff Mark Laethem**

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

**II-B- 1. Has Plaintiff Mark Laethem proved by a preponderance of the evidence discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-B," and go to Part "II-C".  
If you answer **YES**, go on to the next question.

**II-B-2. Has Plaintiff Mark Laethem proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Mark Laethem's discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-B," and go to Part "II-C".  
If your answer is "**YES**," go to the next question.

**II-B-3. What is the amount of Mark Laethem's discounted lost earnings?**

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**11-B-4. Did Plaintiff Mark Laethem act reasonably to minimize his discounted lost earnings?**

YES\_\_\_\_\_ NO\_\_\_\_\_

If your answer is "Yes," go to the next question.  
If your answer is "No," enter the amount of discounted lost earnings that could have been avoided if Mark Laethem acted reasonably:

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-B-5. Was the Plaintiff Mark Laethem the only cause of his discounted lost earnings?**

YES\_\_\_\_\_ NO:\_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-B," and go to Part "II-C".  
If your answer is "**YES**," go to the next question.

**II-B-6. Using 100 percent as the total fault which proximately caused the damage to the plaintiff Mark Laethem's discounted lost earnings, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem  
\_\_\_\_\_ % (percent) Plaintiff Mark Laethem  
\_\_\_\_\_ % (percent) Plaintiff Laethem Equipment Company (LEC)  
\_\_\_\_\_ % (percent) Plaintiff Laethem Farm Service Company (LFSC)  
\_\_\_\_\_ % (percent) Katherine Laethem  
\_\_\_\_\_ % (percent) The Estate of Francis Laethem  
\_\_\_\_\_ % (percent) The Francis M. Laethem Trust  
\_\_\_\_\_ % (percent) Nancy Laethem Stern  
\_\_\_\_\_ % (percent) Joseph A. Laethem  
\_\_\_\_\_ % (percent) Carol A. Starling  
\_\_\_\_\_ % (percent) Mary Laethem Vinckier  
\_\_\_\_\_ % (percent) Defendant Deere & Company  
\_\_\_\_\_ % (percent) Others

**II-C. Loss of Value of Net Asset- Laethem Equipment Company (LEC)**

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

**II-C-1. Has Plaintiff Laethem Equipment Company (LEC) proved by a preponderance of the evidence loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-C," and go to Part "II-D".  
If you answer **YES**, go on to the next question.

**II-C-2. Has Plaintiff Laethem Equipment Company (LEC) proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Laethem Equipment Company (LEC)'s loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-C," and go to Part "II-D".  
If your answer is "**YES**," go to the next question.

**II-C-3. What is the amount of Plaintiff Laethem Equipment Company (LEC)'s loss of value of net assets?**

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-C-4. Did Plaintiff Laethem Equipment Company (LEC) act reasonably to minimize its loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is "Yes," go to the next question.  
If your answer is "No," enter the amount of loss of value of net assets that could have been avoided if Plaintiff Laethem Equipment Company (LEC) acted reasonably:

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-C-5. Was the Plaintiff Laethem Equipment Company (LEC) the only cause of its loss of value of net assets?**

YES \_\_\_\_\_ NO: \_\_\_\_\_

If your answer is “**NO**,” do not answer any further questions under "II-C," and go to Part "II-D".  
If your answer is "**YES**," go to the next question.

**II-C-6. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Laethem Equipment Company (LEC)'s loss of value of net assets, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem  
\_\_\_\_\_% (percent) Plaintiff Mark Laethem  
\_\_\_\_\_% (percent) Plaintiff Laethem Equipment Company (LEC)  
\_\_\_\_\_% (percent) Plaintiff Laethem Farm Service Company (LFSC)  
\_\_\_\_\_% (percent) Katherine Laethem  
\_\_\_\_\_% (percent) The Estate of Francis Laethem  
\_\_\_\_\_% (percent) The Francis M. Laethem Trust  
\_\_\_\_\_% (percent) Nancy Laethem Stern  
\_\_\_\_\_% (percent) Joseph A. Laethem  
\_\_\_\_\_% (percent) Carol A. Starling  
\_\_\_\_\_% (percent) Mary Laethem Vinckier  
\_\_\_\_\_% (percent) Defendant Deere & Company  
\_\_\_\_\_% (percent) Others



**II-D. Loss of Value of Net Asset- Laethem Farm Service Company (LFSC)**

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

**II-D-1. Has Plaintiff Laethem Farm Service Company (LFSC) proved by a preponderance of the evidence loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-D," and go to Part "II-E".  
If you answer **YES**, go on to the next question.

**II-D-2. Has Plaintiff Laethem Farm Service Company (LFSC) proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Laethem Farm Service Company (LFSC) 's loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-D," and go to Part "II-E".  
If your answer is "**YES**," go to the next question.

**II-D-3. What is the amount of Plaintiff Laethem Farm Service Company (LFSC) 's loss of value of net assets?**

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-D-4. Did Plaintiff Laethem Farm Service Company (LFSC) act reasonably to minimize its loss of value of net assets?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is "Yes," go to the next question.  
If your answer is "No," enter the amount of loss of value of net assets that could have been avoided if Plaintiff Laethem Farm Service Company (LFSC) acted reasonably:

Answer: \$\_\_\_\_\_.\_\_\_\_\_

**II-D-5. Was the Plaintiff Laethem Farm Service Company (LFSC) the only cause of its discounted lost earnings?**

YES \_\_\_\_\_ NO: \_\_\_\_\_

If your answer is "NO," do not answer any further questions under "II-D," and go to Part "II-E".  
If your answer is "YES," go to the next question.

**II-D-6. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Laethem Farm Service Company (LFSC)'s loss of value of net assets, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem  
\_\_\_\_\_ % (percent) Plaintiff Mark Laethem  
\_\_\_\_\_ % (percent) Plaintiff Laethem Equipment Company (LEC)  
\_\_\_\_\_ % (percent) Plaintiff Laethem Farm Service Company (LFSC)  
\_\_\_\_\_ % (percent) Katherine Laethem  
\_\_\_\_\_ % (percent) The Estate of Francis Laethem  
\_\_\_\_\_ % (percent) The Francis M. Laethem Trust  
\_\_\_\_\_ % (percent) Nancy Laethem Stern  
\_\_\_\_\_ % (percent) Joseph A. Laethem  
\_\_\_\_\_ % (percent) Carol A. Starling  
\_\_\_\_\_ % (percent) Mary Laethem Vinckier  
\_\_\_\_\_ % (percent) Defendant Deere & Company  
\_\_\_\_\_ % (percent) Others

**II-E. Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)- Michael Laethem.**

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

**II-E- 1. Has Plaintiff Michael Laethem proved by a preponderance of the evidence discounted lost earnings?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-E," and go to "II-F."  
If you answer **YES**, go on to the next question.

**II-E-2. Has Plaintiff Michael Laethem proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Michael Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-E," and go to "II-F."  
If your answer is "**YES**," go to the next question.

**II-E-3. What is the amount of Michael Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

Answer: \$\_\_\_\_\_.

**II-E-4. Did Plaintiff Michael Laethem act reasonably to minimize his lost opportunity to earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is "Yes," go to the next question.  
If your answer is "No," enter the amount of lost opportunity to earn 11% interest on loans made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC) that could have been avoided if Plaintiff Michael Laethem acted reasonably:

Answer: \$\_\_\_\_\_.

**II-E-5. Was the Plaintiff Michael Laethem the only cause of his Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES \_\_\_\_\_ NO: \_\_\_\_\_

If your answer is "NO," do not answer any further questions under "II-E," and go to "II-F."  
If your answer is "YES," go to the next question.

**II-E-6. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Michael Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC), what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem  
\_\_\_\_\_ % (percent) Plaintiff Mark Laethem  
\_\_\_\_\_ % (percent) Plaintiff Laethem Equipment Company (LEC)  
\_\_\_\_\_ % (percent) Plaintiff Laethem Farm Service Company (LFSC)  
\_\_\_\_\_ % (percent) Katherine Laethem  
\_\_\_\_\_ % (percent) The Estate of Francis Laethem  
\_\_\_\_\_ % (percent) The Francis M. Laethem Trust  
\_\_\_\_\_ % (percent) Nancy Laethem Stern  
\_\_\_\_\_ % (percent) Joseph A. Laethem  
\_\_\_\_\_ % (percent) Carol A. Starling  
\_\_\_\_\_ % (percent) Mary Laethem Vinckier  
\_\_\_\_\_ % (percent) Defendant Deere & Company  
\_\_\_\_\_ % (percent) Others

**II-F. Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)- Mark Laethem.**

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

**II-F- 1. Has Plaintiff Mark Laethem proved by a preponderance of the evidence discounted lost earnings?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If you answer **NO**, do not answer any further questions under "II-F," and go to the end of the Jury Verdict Form.

If you answer **YES**, go on to the next question.

**II-F-2. Has Plaintiff Mark Laethem proved by a preponderance of the evidence that Defendant Deere & Company's wrongful conduct a proximate cause of Plaintiff Mark Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-F," and go to the end of the Jury Verdict Form.

If your answer is "**YES**," go to the next question.

**II-F-3. What is the amount of Mark Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

Answer: \$\_\_\_\_\_.

**II-E-4. Did Plaintiff Mark Laethem act reasonably to minimize his lost opportunity to earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES\_\_\_\_\_

NO\_\_\_\_\_

If your answer is "Yes," go to the next question.

If your answer is "No," enter the amount of lost opportunity to earn 11% interest on loans made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC) that could have been avoided if Plaintiff Mark Laethem acted reasonably:

Answer: \$\_\_\_\_\_.

**II-F-4. Was the Plaintiff Mark Laethem the only cause of his Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)?**

YES \_\_\_\_\_ NO: \_\_\_\_\_

If your answer is "NO," do not answer any further questions under "II-F," and go to the end of the Jury Verdict Form.

If your answer is "YES," go to the next question.

**II-F-5. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Mark Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC), what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?**

Answer: \_\_\_\_\_ % (percent) Plaintiff Michael Laethem

\_\_\_\_\_ % (percent) Plaintiff Mark Laethem

\_\_\_\_\_ % (percent) Plaintiff Laethem Equipment Company (LEC)

\_\_\_\_\_ % (percent) Plaintiff Laethem Farm Service Company (LFSC)

\_\_\_\_\_ % (percent) Katherine Laethem

\_\_\_\_\_ % (percent) The Estate of Francis Laethem

\_\_\_\_\_ % (percent) The Francis M. Laethem Trust

\_\_\_\_\_ % (percent) Nancy Laethem Stern

\_\_\_\_\_ % (percent) Joseph A. Laethem

\_\_\_\_\_ % (percent) Carol A. Starling

\_\_\_\_\_ % (percent) Mary Laethem Vinckier

\_\_\_\_\_ % (percent) Defendant Deere & Company

\_\_\_\_\_ % (percent) Others

**This is our unanimous verdict.**

Signed: \_\_\_\_\_, Foreperson

Dated: \_\_\_\_\_, 2010

3164175\_2.DOC